J. C. FERRY.

[To accompany Bill H. R. No. 354.]

March 19, 1860.

Mr. Lee, from the Committee on Post Offices and Post Roads, made the following

REPORT.

The Committee on Post Offices and Post Roads, to whom was referred the petition of J. C. Ferry, praying for pay for carrying the mail for one quarter from Pittsburg to Franklin, report:

That it appears from the representations made and set forth in the petition of J. C. Ferry, that the said Ferry entered into a contract with the Post Office Department to carry the mail in two-horse coaches from Pittsburg to Franklin, a distance of seventy miles, daily, for the sum of \$1,596 per year, commencing on the 1st of July, 1852, and that said Ferry continued to carry the mail agreeably to contract until the 15th of December following. Subsequently it appears that the schedule was altered from thirty-six to twenty-four hours by the Post Office Department, thus compelling the contractor (Ferry) to travel in the night, much to his annoyance and inconvenience, and rendering it almost impossible for the said Ferry to perform the service without an increase of compensation, as the mail, under the change, as alleged by the said contractor, would be nearly twice as much as it would be under the original contract.

The foregoing is about the sum and substance of the petitioner's prayer, and to establish the truth and validity of the statements and allegations contained in the petition of the petitioner is a communication from Wm. H. Dundas, Second Assistant Postmaster General, dated April 15, 1858. In this communication it is conceded that the department changed the schedule, thus making the labor to be performed by said contractor more arduous and laborious than it was under the original contract. Mr. Dundas further states in said communication, in regard to the application of Ferry to have "all fines remitted that had been imposed after the commencement of service by the night schedule, which was from the 1st December, 1852, and to be allowed full compensation up to the 1st April, 1854, when service commenced under the new contract," that "although fully satisfied

as to the justice of the application, yet the Postmaster General had

no legal power to grant the relief asked by the petitioner."

Your committee, believing that the department had no right to alter or change the original contract to the prejudice and injury of the said contractor, Ferry, and that the prayer contained in his petition is a just and equitable one, recommend that the last quarter's pay, from the 31st of December, 1854, to the 1st of April, 1855, be allowed said petitioner, amounting to three hundred and ninety-four dollars (\$394) and interest on the same; and for that purpose your committee respectfully report the accompanying bill with this report.